

Exhibit 7

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9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF ORANGE - CIVIL COMPLEX CENTER

11
 12 WESTINGHOUSE DIGITAL, LLC, a
 Delaware limited liability company,

13 Plaintiff,

14 vs.

15 SAMSUNG ELECTRONICS CO., LTD., a
 16 Korean corporation; LG ELECTRONICS,
 INC., a Korean corporation; TRUSTEES
 17 OF COLUMBIA UNIVERSITY IN THE
 CITY OF NEW YORK, a New York
 18 corporation; SOFTWARE FREEDOM
 CONSERVANCY, INC., a New York
 19 corporation; ERIK ANDERSEN, an
 individual; and DARWIN CHANG, an
 20 individual; CREDIT MANAGERS
 ASSOCIATION OF CALIFORNIA, d/b/a
 21 CREDIT MANAGEMENT
 ASSOCIATION, a California non-profit
 22 association; ALL PERSONS UNKNOWN
 CLAIMING AN INTEREST IN THE
 23 PROPERTY, named as DOES 1 through
 50, inclusive; and DOES 51 through 100,
 24 inclusive,

25 Defendants.

CASE NO.:

UNLIMITED JURISDICTION

**VERIFIED COMPLAINT TO QUIET
 TITLE IN PERSONAL PROPERTY AND
 FOR DECLARATORY RELIEF**

FILE DATE:

TRIAL DATE SET: No Date Set

26
 27 For its Complaint to quiet title of certain personal property and for declaratory judgment,
 28 plaintiff Westinghouse Digital, LLC alleges with knowledge as to itself and otherwise on

2233922.2

VERIFIED COMPLAINT TO QUIET TITLE FOR PERSONAL PROPERTY AND DECL. RELIEF

NEWMEYER & DILLION LLP

information and belief as follows:

PARTIES

1. Plaintiff Westinghouse Digital, LLC (“Westinghouse Digital”) is a Delaware limited liability company having its principal place of business in Orange, California.

2. Defendant Samsung Electronics Co., Ltd. (“Samsung”) is on information and belief a corporation of Korea having its principal place of business in Seoul, Korea. Samsung previously did business with Mora Electronics, LLC (formerly known as Westinghouse Digital Electronics, LLC) (“Mora”) in the County of Orange, State of California, and thus has personally availed itself of the laws of this jurisdiction.

3. Defendant LG Electronics, Inc. (“LG”) is on information and belief a corporation of Korea having its principal place of business in Seoul, Korea. LG previously did business with Mora in the County of Orange, State of California, and thus has personally availed itself of the laws of this jurisdiction.

4. Defendant the Trustees of Columbia University in the City of New York (“Columbia”) is on information and belief a not-for-profit corporation under the laws of New York having its principal place of business in New York, New York. Columbia previously did business with Mora in the County of Orange, State of California, and thus has personally availed itself of the laws of this jurisdiction.

5. Defendant Software Freedom Conservancy, Inc. (“SFC”) is on information and belief a non-profit incorporated under the laws of New York and having its principal place of business in New York, New York. SFC previously did business with Mora in the County of Orange, State of California, and thus has personally availed itself of the laws of this jurisdiction.

6. Defendant Erik Andersen (“Anderson”) is on information and belief an individual residing in Springville, Utah. Anderson previously did business with Mora in the County of Orange, State of California, and thus has personally availed himself of the laws of this jurisdiction.

7. Defendant Darwin Chang (“Chang”) is on information and belief an individual residing in Santa Clara County, California. Chang previously did business with Mora in the

1 County of Orange, State of California, and thus has personally availed himself of the laws of this
2 jurisdiction.

3 8. Defendant Credit Managers Association of California, doing business as Credit
4 Management Association ("CMA"), is a non-profit association incorporated under the laws of
5 California having its principal place of business in Burbank, California. CMA entered into a
6 business transaction with Mora in the County of Orange, State of California, as described below,
7 and thus has availed itself of the laws of this jurisdiction.

8 9. Plaintiffs are informed and believe and thereon allege that defendants Does 1
9 through 50, inclusive, claim a legal and/or equitable right, title, estate, lien, or interest in the
10 properties described in this complaint adverse to Plaintiffs' interests, or any cloud upon Plaintiffs'
11 interests. In addition, Plaintiffs are informed and believe and thereon allege that defendants Does
12 51 through 100, inclusive, are responsible in some manner for the acts and/or omissions to act
13 alleged in this complaint. Plaintiffs will seek leave of court to amend this complaint as the true
14 names and capacities of defendants Does 1 through 50, inclusive, and/or Does 51 through 100,
15 inclusive, are ascertained. Plaintiff is unaware of the true names and capacities of defendants
16 Does 1 through 50, and accordingly sues those defendants by such fictitious names. Plaintiffs
17 will amend this complaint to set forth the true names and capacities of these defendants when
18 ascertained and as necessary. The named defendants and Does 1 through 100 will collectively be
19 referred to as "Defendants," and as "Defendant" in the singular.

20 **JURISDICTION AND VENUE**

21 10. The Court also has in rem jurisdiction over the property located within this state.
22 Pursuant to Code of Civil Procedure, section 760.050, subdivision (b), the proper county for the
23 trial of this action is Orange County, California, as the personal property at issue is principally
24 located in Orange County at the commencement of this action.

25 11. The Court has personal jurisdiction over defendants because, on information and
26 belief, each has done and/or does business in this jurisdiction and has committed the acts
27 complained of herein in this jurisdiction and elsewhere, and Defendants' contacts with this
28 jurisdiction are sufficient to render Defendants amenable to personal jurisdiction. The Court also

1 has jurisdiction over the Defendants based on Defendants' claim of rights in certain property
2 located within this jurisdiction.

3 THE DISPUTE

4 12. Mora formerly was known as Westinghouse Digital Electronics, LLC. Mora was
5 and/or is a California limited liability company that imported and sold television sets under the
6 trademark WESTINGHOUSE. Mora licensed the WESTINGHOUSE trademark from a
7 subsidiary of CBS Corporation.

8 13. On or about June 10, 2008, and September 19, 2008, LG and Columbia (and
9 others) filed an action in the U.S. District Court for Delaware alleging Mora and others infringed
10 various patents owned by them (respectively) when Mora manufactured and sold various models
11 of televisions.

12 14. On or about December 14, 2009, SFC and Andersen filed an action in the U.S.
13 District Court for the Southern District of New York alleging that Mora and others violated
14 certain copyrights by selling certain models of televisions.

15 15. On or about June 14, 2010, Chang filed an action in the Superior Court of the State
16 of California, Santa Clara County, against Westinghouse Digital and others alleging that
17 Westinghouse Digital is liable for certain debts of Mora under theories of successor liability and
18 alter ego liability.

19 16. On April 2, 2010, Mora executed a General Assignment for the Benefit of its
20 Creditors to CMA under California law, including California Code of Civil Procedure sections
21 493.010 et seq. A copy of the General Assignment is attached as Exhibit A.

22 17. The General Assignment was made to CMA, a non-profit association that has
23 served business to-business companies since 1883. CMA helps credit, collection, and financial
24 decision-makers get the information and support they need to make fast, accurate credit decisions.
25 One of CMA's services is to assist insolvent companies with workouts or liquidation through cost
26 effective alternatives to bankruptcy, such as California's Assignment for the Benefit of Creditors
27 procedures. CMA has served as the assignee for the benefit of creditor on numerous occasions.
28 Notification of the proposed sale of assets and liabilities of Mora was published in the Los

1 Angeles Times and Wall Street Journal.

2 18. After approximately one month of arms length negotiations, CMA, in its capacity
3 as assignee for the benefit of Mora's creditors, entered into an Asset Purchase Agreement
4 whereby Golden Star Electronics, LLC ("Golden Star") agreed to purchase from CMA certain of
5 Mora's former assets and assume certain of its liabilities. CMA, Mora, and Golden Star were
6 represented by separate and independent counsel. Nexis, Inc, the manager of Mora, obtained a
7 fairness opinion from independent financial advisors certifying the fair treatment of Mora's
8 creditors through the Asset Purchase Agreement. This fairness opinion was issued only after
9 independent review by CMA of the opinion's financial analysis.

10 19. The Asset Purchase Agreement was dated April 2, 2010, and the assets transferred
11 on the same day. Included among the assets and liabilities were those related to the trademark
12 license from the subsidiary of CBS Corporation. A copy of the Bill of Sale identifying the assets
13 and liabilities transferred to Westinghouse Digital is attached as Exhibit B. Specifically, these
14 assets and liabilities include:

15 (a) Any and all tangible and intangible personal property assets acquired by
16 CMA from Westinghouse Digital Electronics, LLC used in the operation of the business of the
17 distribution of consumer electronic products, including without limitation all machinery and
18 equipment, special tools, furniture, fixtures, inventory and work in process but excluding the
19 inventory expressly described in Section (1) of Exhibit B of the Bill of Sale (Exhibit B).

20 (b) Any and all intangible assets acquired by CMA from Westinghouse Digital
21 Electronics, LLC including, without limitation, customer lists, vendor lists, licensing and
22 trademark rights to the name "Westinghouse Digital Electronics" and the rights to use the name
23 "Westinghouse" under that certain Trade Name License with Westinghouse Electric Corporation.

24 (c) Any and all rights acquired by CMA from Westinghouse Digital
25 Electronics, LLC under the contracts and agreements described as follows, subject to, in all cases,
26 applicable restrictions and necessary consents of third parties.

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28 ///

Other Party	Title
Westinghouse trademark/trade name license agreements	
Westinghouse Electric Corporation	Amended and Restated License Agreement
Westinghouse Electric Corporation	Amendment No. 1 to Amended and Restated License Agreement
Westinghouse Electric Corporation	Trade Name Agreement

Materials Vendor Supply Agreements and NDAs	
Wistron Corporation	Product Supply Agreement (including 10-27-05 Amendment)
UniHan Corporation	Mutual Confidentiality Agreement
Kenmos Technology Co., Ltd.	Mutual Confidentiality Agreement
Unity Opto Technology	Mutual Confidentiality Agreement
Everlight Electronics Co.	Mutual Confidentiality Agreement
Broadcom Corporation	Joint Nondisclosure Agreement (as amended; 2008 and 2009 agreements)

Marketing Vendor Agreements	
HWH Enterprises	Letter of Agreement (<i>public relations services</i>)
Consumer Electronics Ass'n	Yearly membership

Customer Agreements	
Target Corporation	Conditions of Contract (On-Line Vendor Agreement); Also including Vendor Item Agreements (VIT) for 2009 and 2010
Costco Wholesale	Basic Vendor Agreement
BJ's Wholesale Club, Inc.	Purchase Order Terms and Conditions (Blanket agreement)
Wal-Mart	Supplier Agreement (Online agreement)
Sam's Club	Supplier Agreement (Online agreement)

License and Development Agreements	
AdtekMedia, Inc.	Custom Software Development Agreement (<i>neonNow software</i>)

Customer Service & Logistics Agreements	
P&O Nedlloyd Logistics, LLC d/b/a The Gilbert Companies	Agency Agreement dated June 23, 2006 (the primary agreement)
P&O Nedlloyd Logistics, LLC d/b/a The Gilbert Companies	Standard Service Level Agreement dated July 14, 2006
Zoyto Inc.	Master Services Agreement dated May 21, 2009 (with Statement of Work dated April 30, 2009).

Delta Products Corporation	Manufacturing Services Agreement dated October 17, 2007
Delta Products Corporation	Service Quotation dated March 10, 2009
Wistron Infocomm (Texas) Corporation	Quotation dated March 10, 2009
Indusys Technology, Inc	On-Site Services Agreement dated 02-27-2009
Federal Express Corporation and FedEx Ground Package System, Inc.	Pricing Agreement dated September 1, 2009
ABF Freight System, Inc.	LTL pricing effective 08/01/2007 (outbound shipments)
Daylight Transport, LLC	Pricing Agreement effective 2/9/2009 (outbound shipments)
Yellow Transportation, Inc.	Standard Group Publication Confirmation (tariff for outbound shipments)

Sales Representative Agreement	
Impact Marketing	Sales Representative Agreement

IT Agreement	
iStreet	Service Level Agreement (with 2010 amendment)

Lease Agreements	
First American Title Company	Sub-Sublease Agreement
Rider Express	Commercial Lease Agreement dated December 1, 2009
Storage West	Storage services agreement
Canon Financial Services	Lease Agreements: <ul style="list-style-type: none"> • (10-28-2005) for IR-227 multifunction office machine • (10-28-2009) for IR-5050N (2) and IR-1025if multifunction office machines
Dell Financial Services	Lease Agreements (for Dell laptops)-Lease Numbers: <ul style="list-style-type: none"> • 003-008122263-005 • 003-008122263-006 • 003-008122263-007 • 003-008737771-001

Benefits agreements	
Anthem Blue Cross Life and Health Insurance Company	Group Policy (BC PPO and Dental Blue Plan)
Blue Cross of California (dba Anthem Blue Cross)	Anthem Blue Cross HMO Plan (Group Benefit Agreement)
Blue Cross of California (dba Anthem Blue Cross)	Dental Net Group Benefit Agreement
Blue Cross of California	Group Benefit Agreement

(dba Anthem Blue Cross)	(Prudent Buyer Plan Amendment)
Mutual of Omaha Life Insurance Company	Group Policy No. GLUG-516H (employee life insurance)
Mutual of Omaha Life Insurance Company	Group Policy No. GLTD-516H (long term disability)
Mutual of Omaha Life Insurance Company	Group Policy No. GUG-516H (short term disability)
Mutual of Omaha Life Insurance Company	Group Policy No. GVTL-516H (voluntary life insurance)
Vision Service Plan	Group Vision Care Plan Plan number 30002396

Services and Secondment Agreements

Nexcast LLC	Secondment and Services Agreement (<i>Dave Parkin</i>)
Nexcast LLC and AdtekMedia, Inc.	Secondment and Services Agreement (<i>general</i>)
Akamai Lighting, LLC	Secondment and Services Agreement (<i>general</i>)

Consulting Agreements

Rukkus, LLC	Consulting Agreement dated October 18, 2007
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Miscellaneous WDE non-disclosure agreements - 2010

Amazon. com Dated Jan 29, 2010
Diamond Electronics Dated Jan 19, 2010
St. George Distribution Corp. Dated January 15, 2010

Miscellaneous WDE non-disclosure agreements - 2009

Anyhealth Insurance Service Dated Apr 3, 2009
Auvitek Dated Jul 21, 2009
AXZM Dated Jun 15, 2009
Brawn Consulting Dated Jul 20, 2009
Crowe Horwath Dated Mar 12, 2009
CUD Inc Dated Feb 2, 2009
Equipment Design & Mfg Dated Mar 9, 2009
FTI Capital Afvisors, LLC Dated Nov 23, 2009
I Do It Co Dated Oct 9, 2009
iWatt Inc Dated Dec 22, 2009
Kick Back Dated Sep 18, 2009
Mitac Technology Corp Dated Jun 1, 2009
National Parts Dated Aug 2009
Outcast media International, Inc Dated Feb 12, 2009
Pivo Media Inc Dated Oct 12, 2009
Samsung Semiconductor, Inc Dated Aug 28, 2009
Signature Technology Group Dated Jun 12, 2009
Taos Inc Dated Sep 1, 2009
XRoads Solutions Group Dated Dec 10, 2009

1	Miscellaneous WDE non-disclosure agreements - 2008
2	A-I Dated Jan 22, 2008
3	Acme PCB Assembly Dated March 3, 2008
4	Advantech Corporation Dated Aug 25, 2008
5	Akamai Technologies, Inc Dated April 10, 2008
6	American Panturell Technology Inc Dated Dec 16, 2008
7	Amimon Ltd Dated March 14, 2008
8	Amlogic Inc, Dated Jun 25, 2008
9	Aonvision Technology Corp Dated Apr 22, 2008
10	AOpen Inc Dated March 12, 2008
11	Arizona Precision Sheet Metal Inc dated Oct 14, 2008
12	Avnet Electronics Marketing Dated Aug 28, 2008
13	Axentra Corporation Dated April 25, 2008
14	Best Western Executive Inn Dated Aug 5, 2008
15	Blackmagic Design Inc Dated May 1, 2008
16	Certus Group of Companies Dated Dec 4, 2008
17	Chi Mei Lighting Technology Corp Dated Dec 1, 2008
18	Commendo Software, Inc Dated Apr 30, 2008
19	Delta Electronics Dated Dec 5, 2008
20	Diboss Co., LTD Dated Jan 4, 2008
21	Emcore Corporation Dated May 19, 2008
22	ePBoard Design Company Dated April 10, 2008
23	Google Inc Dated Feb 7, 2008
24	Gordon K Ota, OD A Professional Corp Dated Nov 5, 2008
25	Gordon K Ota, OD A Professional Corp-Case Study Dated Nov 05, 2008
26	Gowell Digital LTD dated Aug 6, 2008
27	Green Plug Inc Dated Jan 16, 2008
28	Hisense Imp. & Exp. Co, Ltd Dated May 13, 2008
	Huay & Huay CPA's Dated Sep 30, 2008
	Indusvs Technology Inc Dated Aug 21, 2008
	International Risk Consultants Dated Aug 11, 2008
	Ionics Ems Inc Dated Jun 25, 2008
	IPVALUE Management Inc Dated Dec 10, 2008
	James Braman Konarka Technologies Dated Aug 25, 2008
	Jean Co, Ltd Dated Oct 7, 2008
	Jhen Vei Electronic Dated May 28, 2008
	Johnstone, Downey, Klein Inc dba International Risk Consultants Dated Aug 11, 2008
	KLN Management Group Inc Dated Dec 10, 2008
	KLN Management Group Inc- Case Study Dated Dec 10, 2008
	Konarka Technologies Dated Aug 25, 2008
	Konka America Dated Sep 19, 2008
	Marshall Lebovits Dated Feb 7, 2008
	Mustek Systems Inc Dated Jun 5, 2008
	Open Peak Inc Dated Nov 20, 2008
	Oregan Networks Ltd Dated Dec 4, 2008
	Oscar Leung Dated Sep 6, 2008
	Power Sat USA Dated April 1, 2008
	Protech Technologies Inc Dated Sep 10, 2008
	Radiospire Networks, Inc Dated Jan 14, 2008
	Rhombus Services Dated January 30, 2008
	Sensory Inc Dated Mar 14, 2008

1	SJJ Embedded Micro Solutions Dated Dec 20, 2008
2	SLS Dated Sep 5, 2008
3	SMK Electronics America, Inc Dated Jul 30, 2008
4	Tatung Tatung Company of America, Inc Dated Apr 21, 2008
5	Tek Panel Inc Sep 05, 2008
6	Tek Panel Inc- Case Study Dated Sep 05, 2008
7	Thinkoptics Inc Dated Feb 29, 2008
8	Thomson Licensing LLC Dated Oct 27, 2008
9	Till Krueger Dated Dec 1, 2008
10	Tony Wu Dtd Apr 14, 2008
11	Tyco Electronics Corporation Dated Jul 19, 2008
12	Tzero Technologies Inc, Dated Apr 29, 2008
13	United Electrical Media Dated Dec 1, 2008
14	Universal Microelectronics Co., LTD Dated Aug 5, 2008
15	Zinwell Corporation Dated Oct 3, 2008

(d) Any and all Intellectual Property acquired by CMA from Westinghouse Digital Electronics, LLC concerning the business of the distribution of consumer electronic products, including, without limitation, the Intellectual Property set forth below. Intellectual Property means all intellectual property rights arising under the laws of the United States or any other jurisdiction with respect to the following: (i) trade names, trademarks and service marks (registered and unregistered), domain names, trade dress and similar rights and applications to register any of the foregoing (collectively, "Marks"); (ii) patents and patent applications and rights in respect of utility models or industrial designs (collectively, "Patents"); (iii) copyrights and registrations and applications therefore (collectively, "Copyrights"); and (iv) know-how, inventions, artwork, processes, marketing material, designs, manuals, schematics, blueprints, drawings discoveries, methods, technical data, specifications, research and development information, technology, data bases and other proprietary or confidential information (including ideas, research and development, customer lists manufacturing, engineering and unpatented technology) in each case that derives economic value from not being generally known to other Persons who can obtain economic value from its disclosure, but excluding any Copyrights or Patents that cover or protect any of the foregoing (collectively, "Trade Secrets"). Such Intellectual Property includes, without limitation, any Patents, Copyrights, Mark and Trade Secrets relating to the business of the distribution of consumer electronic products.

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Title	Country	Counsel Dist. No.	Application No. Filing Date	Patent No. Issue date
TELEVISION WITH AUTOMATIC INPUT SWITCHING	US	Kleinberg 15592	10/965,337 10/14/04	7,636,130 12/22/09
ACOUSTIC FRAME FOR FLAT SCREEN TELEVISION	US	Kleinberg 15612	10/974,452 10/24/04	
IMPROVED BACK PANEL FOR VIDEO DISPLAY DEVICE	US	Kleinberg 16078	11/426,254 10/04/06	
BACK PANEL FOR VIDEO DISPLAY DEVICE	US	Kleinberg 16080	29/426,254 02/14/00	
METHOD AND APPARATUS FOR AUTOMATIC STARTUP AND SHUTDOWN INCLUDING AUTOMATIC CONTENT SWITCHING	US	Kleinberg 17192	60/780,298 03/08/06	
METHOD AND APPARATUS FOR DIGITAL AUTOMATIC DISPLAY OF PICTURES IN A PICTURE FRAME	US	Kleinberg 17409	11/425,108 06/19/06	
METHOD AND APPARATUS FOR USER CONFIGURABLE TABLE FOR BLOCKING OR ALLOWING OF VIDEO AND AUDIO SIGNALS	US	Kleinberg 17516	12/135,081 6/6/08	
AC INVERTER CAPABLE OF DRIVING MULTIPLE LAMPS FOR LCD PANEL BACKLIGHT	US	Kleinberg 18000	11/757,949 06/04/2007	

Title	Country	Counsel Dist. No.	Application No. Filing Date	Patent No. Issue date
METHOD AND APPARATUS FOR AUTOMATIC STARTUP AND SHUTDOWN INCLUDING AUTOMATIC SOURCE SWITCHING	US	Kleinberg 18131	11/683,400 03/07/87	
METHOD AND APPARATUS FOR AUTOMATIC STARTUP AND SHUTDOWN INCLUDING AUTOMATIC CONTENT SWITCHING II	US	Kleinberg 18394	11/761,345 06/11/07	
BACK PANEL FOR A VIDEO DISPLAY DEVICE	CHINA	Kleinberg 18639	200730150259 08/14/07	
(PCT) METHOD AND APPARATUS FOR DIGITAL AUTOMATIC DISPLAY OF PICTURES IN A REAL FRAME	PCT	Kleinberg 18540	PCT/US07/716030 6/19/07	
AC INVERTER CAPABLE OF DRIVING MULTIPLE LAMPS FOR LCD PANEL BACKLIGHT	Taiwan	Kleinberg 18949	96150710 12/28/2007	
BACK PANEL FOR VIDEO DISPLAY DEVICE INCLUDING REPLACEABLE SLIDE-OUT ELECTRONIC COMPONENTS	US	Kleinberg 18978	11/971,187 01/08/2008	

Title	Country	Counsel Dist. No.	Application No. Filing Date	Patent No. Issue date
USPA: METHOD AND APPARATUS FOR AUTOMATIC DISPLAY OF PICTURES IN A DIGITAL PICTURE FRAME	US	Kleinberg 19536	12/172,191 07/11/2008	
USER- CUSTOMIZED COMPUTER DISPLAY METHOD	US	Renner Otto WEDEP0101US	61/222,553 07/02/2009	
INTERACTIVE DIGITAL- TELEVISION WITH IMPROVED USER INTERFACE	US	Renner Otto WEDEP0102US	61/253,601 10/21/2009	
SYSTEM AND METHOD FOR ACTIVATING DISPLAY DEVICE FEATURE	US	Renner Otto WEDEP0104US	61/292,573, 01/06/2010	

KNOW-HOWINVENTION DISCLOSURES

Title	Country	Counsel Dkt No.
METHOD AND APPARATUS FOR CONTROLLING LED BACKLIGHT IN A VIDEO MONITOR	US	Kleinberg 17069
REMOTE CONTROL HOTKEY	US	Kleinberg 17080
METHOD AND APPARATUS FOR THE AUTOMATIC ASSOCIATION OF PARTICULAR TELEVISION NETWORKS WITH REMOTE CONTROL BUTTONS DESIGNATED FOR THOSE TELEVISION NETWORKS	US	Kleinberg 17167

METHOD AND APPARATUS FOR THE DISPLAY OF PRE-DEFINED TELEVISION NETWORKS OR CONTENT UPON TELEVISION STARTUP	US	Kleinberg 17168
METHOD FOR PROVIDING REMOTE CONTROL BUTTONS ALLOCATED TO A PARTICULAR TELEVISION NETWORK:	US	Kleinberg 17169
METHOD AND APPARATUS FOR DEFINING A SINGLE BUTTON FOR MULTIPLE CONFIGURATION SETTINGS ON A REMOTE CONTROL	US	Kleinberg 17170

OTHER KNOW-HOW

- (1) Mosaic View technologies
- (2) neonNow and neonSource technologies
- (3) Z-Axis Interface technology
- (4) Monitor Plus technology
- (5) Crowe Horwath Valuation Report of October 31, 2008 regarding items (1)-(4)
- (6) Tuner Activation technologies and business methods
- (7) Know-how related to edge-lit LED televisions:
 - a. Preferred sources of supply for components and assemblies,
 - b. Reduced NIT luminance requirements (250 NIT or lower) and reduced LED component requirements including thermal efficiency studies and the use of fewer filters/films in order to create the BLU Design for LED packaging in edge-lit LED backlight units
 - c. Know-how relating to market requirements and technology review, and the application of this knowhow to derive specific LED backlight unit designs at preferred values of brightness, viewing angle, and color temperature

TRADEMARK REGISTRATIONS AND APPLICATIONS

1080 PURE			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 17847	77/052,491 11/28/06	3,432,009 5/20/08

AUTOSOURCE

Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 16789	78/869,219 04/25/06	
JAPAN	Kleinberg 17699	91213/2006 09/29/06	5206600 02/20/2009
TAIWAN	Kleinberg 17701	95049263 09/27/06	01343626 01/01/2009

MOSAICVIEW

Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 17222	78/844,215 03/23/06	3,647,131 06/09/2009
INDIA	Kleinberg 17706	1490334 09/22/06	1490334 Reg. Date 09/22/2006 Reg. Recordal Date 07/10/2008
JAPAN	Kleinberg 17707	89152/2006 9/25/06	5134180 05/09/2008
TAIWAN	Kleinberg 17709	95048227 09/21/06	01268524 07/01/07 Class 9

PIXELDIRECT™

Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 16407	78/731,080 10/11/05	3,497,099 09/02/2008 §§ 8 & 15 Due 09 02 2014
TAIWAN	Kleinberg 17717	95049265 09/27/06	01343627 01/01/2009

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SPINE DESIGN™			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 16861	78/783,190 12/30/05	3,413,027 4/15/08 §§ 8 & 15 Due 09 02 2014
JAPAN	Kleinberg 17747	91212/2006 09/29/06	5172276 10/10/08
TAIWAN	Kleinberg 17749	95049269 09/27/06	01353677 03/16/2009

NEONPLAYER			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 19805	77/591428 10/13/08	3,750,537 2/16/10

NEONNOW			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 19806	77/591458 10/13/08	3,750,538 2/16/10

NEONSOURCE			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 19807	77/591477 10/13/08	3,750,539 2/16/10

NEONPUMP			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 20196	77/694,237 03/18/2009	

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NEONREMOTE			
Country	Counsel Dkt No.	Application No. Filing Date	Registration No. Reg. Date
US	Kleinberg 20195	77/694,223 03/18/2009	

(e) Any and all rights acquired by CMA from Westinghouse Digital Electronics, LLC in the following Westinghouse Digital Electronics, LLC subsidiaries:

Westinghouse Digital Electronics (Taiwan), Ltd. is a wholly owned subsidiary of Westinghouse Digital Electronics, LLC

Westinghouse Digital Electronics (Japan), Ltd. is owned by Westinghouse Digital Electronics, LLC and Nexis Inc., each holding 51 % and 49% of the Westinghouse Digital Electronics (Japan), Ltd. shares respectively

Westinghouse Digital Electronics (China), Ltd. is owned by Westinghouse Digital Electronics, LLC and Nexis Inc., each holding 51 % and 49% of the Westinghouse Digital Electronics (China), Ltd. shares respectively

(f) Any and all rights acquired by CMA from Westinghouse Digital Electronics, LLC that are deemed by Westinghouse Digital in writing to be necessary or desirable in connection with the operation of the business of the distribution of consumer electronic products.

(g) Any and all rights acquired by CMA from Westinghouse Digital Electronics, LLC under any and all warranties, claims, causes of action, choses in action, covenants and other similar claims and interests of CMA against third parties including, without limitation, any liens, security interests, or other rights to payment or to enforce payment in connection with the Purchased Assets (as defined in the Bill of Sale, Exh. B) or the Assumed Liabilities (as defined in the Bill of Sale, Exh. B); provided, that Westinghouse Digital shall not acquire the causes of action, choses in action or similar claims and interests relating to the matters described in Section (n) of Exhibit B to the Bill of Sale (Exhibit B).

(h) Any and all rights acquired by CMA from Westinghouse Digital Electronics, LLC of any prepaid charges, deposits, sums and fees and all rights to refunds pertaining to the Purchased Assets (as defined in the Bill of Sale, Exh. B) or the Assumed

1 Liabilities (as defined in the Bill of Sale, Exh. B).

2 (i) Any and all of CMA's right title and interest in and to the Governmental
3 Permits, to the extent such Governmental Permits are transferable. "Governmental Permit(s)"
4 means all material licenses, permits, franchises, privileges, immunities, approvals and other
5 authorizations issues from or by any Governmental Authority which are necessary to entitle
6 Buyer to own, lease, operate and use the Purchased Assets (as defined in the Bill of Sale, Exh. B)
7 or the business of the distribution of consumer electronic products. "Governmental Authority"
8 means any foreign, domestic, federal, territorial, state or local governmental authority, quasi-
9 governmental authority, instrumentality, court, government or self-regulatory organization,
10 commission, tribunal or organization or any regulatory, administrative or other agency, or any
11 political or other subdivision, department or branch of any of the foregoing.

12 (j) Any and all rights acquired by CMA from Westinghouse Digital
13 Electronics, LLC in the telephone and facsimile numbers of CMA (subject to approval by the
14 telephone service provider(s)).

15 (k) Any and all rights acquired by CMA from Westinghouse Digital
16 Electronics, LLC in Westinghouse Digital Electronics, LLC's world wide web domain names as
17 follows:

18 Domain wde.com (Record expires on 26-June-2010)

19 Domain westinghousece.com (Record expires on 30-September-
20 2011)

21 Domain westinghousedigital.com (Record expires on 03-October-
2010)

22 Domain westinghousetv.com (Record expires on 30-September-
23 2010)

24 All of the above domain name registrations are subject to paragraph 2.8 of Section 2.0 License
25 Grant of the Amended and Restated License Agreement between Westinghouse Electric
26 Corporation and Westinghouse Digital Electronics, LLC

27 (l) Any and all rights acquired by CMA from Westinghouse Digital
28 Electronics, LLC in Westinghouse Digital Electronics, LLC's inventory of advertising, sales and

1 customer materials, forms, labels, promotional materials, manuals and supplies used in the
2 operation of the business of the distribution of consumer electronic products.

3 (m) Subject to the rights of CMA under Section 5.4 of the Purchase Agreement,
4 any and all rights acquired by CMA from Westinghouse Digital Electronics, LLC in
5 Westinghouse Digital Electronics, LLC's books and records (including, without limitation, sales
6 records, data processing records, employment and personnel records, customer lists, files and
7 records, advertising and marketing data and records, credit records, and records relating to
8 suppliers), credit information, domain names, customer account information, user names,
9 passwords, real names, postal and email addresses, telephone and facsimile numbers, customer
10 credit card information, and billing history relating to such customers and vendors, books of
11 account, files, invoices, inventory records, accounting records, maintenance, operating and
12 production records, customer lists, supplier lists, business plans, catalogs, quality control records
13 and manuals, blueprints, research and development files, laboratory books, patent and trademark
14 files and litigation files, wherever located, whether in hard copy or electronic form, other than
15 records kept for tax purposes and excluding any of the foregoing relating to, or included in, the
16 Excluded Assets (as defined in the Bill of Sale, Exh. B).

17 (n) Any and all rights acquired by CMA from Westinghouse Digital
18 Electronics, LLC in Westinghouse Digital Electronics, LLC's computer software (including
19 proprietary and third party software) associated with the operation of the business of the
20 distribution of consumer electronic products (the "Software"); subject to, in all cases, applicable
21 restrictions and necessary consents of third parties.

22 (o) Any and all rights acquired by CMA from Westinghouse Digital
23 Electronics, LLC in the goodwill of the business of the distribution of consumer electronic
24 products, including all of Westinghouse Digital Electronics, LLC's customer and vendor lists.

25 (p) Any and all rights acquired by CMA from Westinghouse Digital
26 Electronics, LLC in the following:

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28 ///

2233922.2

Customer	Balance Outstanding @ 3/31/10
Westinghouse Digital China	114,524
Westinghouse Digital Japan	316,241
Akamai Lighting	57,335
Nexis, Inc.	2,018,827
Total	2,506,927

(q) Any and all accounts receivable due to CMA (whether short-term or long-term), together with any unpaid interest or fees accrued thereon or other amounts due with respect to thereto other than:

Customer	Balance Outstanding at 3/31/10
Accounts Receivable – Tatung	103,588
Total	103,588

20. Golden Star paid fair, reasonable and adequate consideration for these assets, agreeing to consideration in excess of \$20 million in combination of cash, royalty payments, and assumption of certain liabilities. Golden Star did not use any of its own stock or ownership interest as consideration for the purchase.

21. On April 7, 2010, Golden Star changed its name to Westinghouse Digital, LLC. None of the members (owners or shareholders) of Westinghouse Digital were or are members of Mora.

22. LG and Columbia allege that the assignment of assets and liabilities from Mora to CMA, and then from CMA to Westinghouse Digital violated California's Uniform Fraudulent Transfer Act, Delaware's Uniform Fraudulent Transfer Act and common law. LG and Columbia further claim that the assets purchase by Westinghouse Digital imposed successor liability and/or alter ego liability on Westinghouse Digital for the liabilities of Mora.

23. SFC and Andersen have alleged that the assignment and subsequent asset purchase were fraudulent transfers and further alleged that the property purchased by Westinghouse Digital imposed successor liability on Westinghouse Digital for the liabilities of Mora.

24. Chang has alleged that Westinghouse Digital has successor entity liability and/or alter ego liability with respect to certain debts that Chang claims are owed to him by Mora.

25. LG, Columbia, SFC, Andersen and Chang each have claimed an interest in the property purchased by Westinghouse Digital, such claim placing a cloud on the title and rights of Westinghouse Digital in such property.

26. A substantial part of the property that is the subject of this action is located within this state and county.

FIRST CAUSE OF ACTION

Quiet Title to Personal Property

(Against all Defendants)

27. Westinghouse Digital and CMA incorporate the allegations of paragraphs 1-26 as if fully rewritten herein.

28. The property for which Westinghouse Digital and CMA seek to quiet title is that identified in the Bill of Sale, attached to the Complaint as Exhibit B. The tangible personal property identified in the Bill of Sale exists in Orange County, California, and elsewhere.

29. Westinghouse Digital is the owner of the property identified in the Bill of Sale by virtue of the consummation of the Asset Purchase Agreement and the exchange of fair and adequate consideration therefor.

30. Defendants claim a lien upon, attachment to, and/or some other unspecified equitable interest in such property. Defendants have also demanded that the property be returned to CMA.

31. Westinghouse Digital and CMA request that the determination of the rights, title and interest of the parties in the property be made as of April 2, 2010.

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SECOND CAUSE OF ACTION

Declaratory Judgment

(Against all Defendants)

32. Westinghouse Digital and CMA incorporate the allegations of paragraphs 1-26 as if fully rewritten herein.

33. Each of the Defendants has taken the position that Westinghouse Digital is liable to him or it as the successor of Mora, including alleging that:

(a) Westinghouse Digital is a mere continuation of Mora;

(b) Westinghouse Digital did not pay adequate consideration to CMA for Mora's assets and liabilities, leaving insufficient funds to satisfy Mora's obligations to Defendants; and

(c) The General Assignment and Asset Purchase Agreement were fraudulent conveyances under Section 3439.05 of the California Uniform Fraudulent Transfer Act and state common law for inadequate consideration, and designed to defraud Mora's creditors.

34. Westinghouse Digital and CMA deny Defendants' allegations, and deny that Westinghouse Digital is liable to Defendants for Mora's obligations, liabilities or debts to them, if any, and as such an actual controversy exists.

35. Westinghouse Digital acquired the assets of Mora for adequate consideration.

36. Westinghouse Digital and CMA request that the Court declare the rights of the parties pursuant to California Code of Civil Procedure § 1060 and declare that: (a) Westinghouse Digital is not liable to Defendants under any theory of successor liability and/or alter ego liability; and (b) the transfer of assts and liabilities from Mora, through CMA, to Westinghouse Digital was not fraudulent.

PRAYER

Wherefore, Plaintiffs request a declaratory judgment as follows:

1. Adjudging, finding, and declaring that Westinghouse Digital is the owner, free and clear of any interest, liens or claims by Defendants, of the property identified in paragraph 19, above, and Exhibit B to the Complaint.

1 2. Adjudging, finding, and declaring that Westinghouse Digital is not liable under
2 any theory of successor liability and/or alter ego for the obligations, liabilities and debts of Mora.

3 3. Adjudging, finding, and declaring that the transfer of assets from Mora, through
4 CMA, to Westinghouse Digital did not violate Section 3439.05 of the California Uniform
5 Fraudulent Transfer Act or state common law.

6 4. Adjudging, finding, and declaring that the transfer of assets from Mora, through
7 CMA, to Westinghouse Digital was for fair and adequate consideration.

8 5. Granting Plaintiffs such other and further relief that the Court deems is just and
9 proper.

10 Dated: August 2, 2010

NEWMEYER & DILLION LLP
Gregory L. Dillion
Carol S. Zaist

11
12
13 By: 

Carol S. Zaist
Attorneys for Plaintiff
Westinghouse Digital, LLC

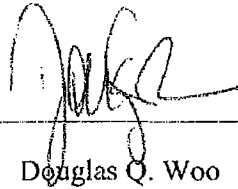
VERIFICATION

I, Douglas Q. Woo, declare:

I am the president of Westinghouse Digital, LLC, which is a plaintiff in the action identified above. I have read Plaintiffs' VERIFIED COMPLAINT and know the contents thereof.

The factual matters stated in the VERIFIED COMPLAINT, unless averred on information and belief, are true and correct of my own knowledge.

I declare under penalty of perjury under the laws of the United States and of the State of California that the forgoing is true and correct, and that this verification was executed by me on July 30, 2010.



Douglas Q. Woo